

Jonathan A. Stieglitz SBN# 278028
jonathan.a.stieglitz@gmail.com
THE LAW OFFICES OF
JONATHAN A. STIEGLITZ
11845 W. Olympic Blvd., Ste. 800
Los Angeles, California 90064
Telephone: (323) 979-2063
Facsimile: (323) 488-6748

Attorney for Plaintiff
Keith Feder, M.D., Inc.

Nathanial J. Wood (State Bar No. 223547)
nwood@crowell.com
Marlee Santos (State Bar No. 343005)
msantos@crowell.com
CROWELL & MORING LLP
515 South Flower Street, 40th Floor
Los Angeles, CA 90071
Telephone: (213) 622-4750
Facsimile: (213) 622-2690

Attorneys for Defendant
United HealthCare Services, Inc.

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

Keith Feder, M.D., Inc.

Plaintiff,

v.

United Healthcare Services, Inc. and
DOES 1-10,

Defendant.

Case No.: 2:23-cv-07138-JAK-RAO

**STIPULATED PROTECTIVE
ORDER**

1 **I. PURPOSES AND LIMITATIONS**

2 A. Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Stipulated Protective Order. The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords from public disclosure and use extends
9 only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles. The parties further acknowledge, as set forth
11 in Section XIII(C), below, that this Stipulated Protective Order does not entitle
12 them to file confidential information under seal; Civil Local Rule 79-5 sets forth the
13 procedures that must be followed and the standards that will be applied when a
14 party seeks permission from the Court to file material under seal.

15 **II. GOOD CAUSE STATEMENT**

16 A. This action is likely to involve private information, “protected health
17 information” (“PHI”) subject to the protections of the Standards for Privacy of
18 Individually Identifiable Health Information, 45 C.F.R. parts 160 and 164,
19 promulgated pursuant to HIPAA, California Code of Civil Procedure §§ 56, *et seq.*,
20 or other similar statutory or regulatory privacy protections, trade secrets,
21 confidential business information, proprietary information for which special
22 protection from public disclosure and from use for any purpose other than
23 prosecution of this action is warranted. Such confidential and proprietary materials
24 and information consist of, among other things, patients and enrollees, including
25 medically-related information as to disease or injury, medical history, and
26 information as to treatment and procedures, other information that qualifies PHI
27 within the meaning of HIPAA, private information regarding the payment of and
28 payment for services, confidential business or financial information, information

1 regarding confidential business practices, or other confidential research,
2 development, or commercial information (including information implicating
3 privacy rights of third parties), information otherwise generally unavailable to the
4 public, or which may be privileged or otherwise protected from disclosure under
5 state or federal statutes, court rules, case decisions, or common law. Accordingly,
6 to expedite the flow of information, to facilitate the prompt resolution of disputes
7 over confidentiality of discovery materials, to adequately protect information the
8 parties are entitled to keep confidential, to ensure that the parties are permitted
9 reasonable necessary uses of such material in preparation for and in the conduct of
10 trial, to address their handling at the end of the litigation, and serve the ends of
11 justice, a protective order for such information is justified in this matter. It is the
12 intent of the parties that information will not be designated as confidential for
13 tactical reasons and that nothing be so designated without a good faith belief that it
14 has been maintained in a confidential, non-public manner, and there is good cause
15 why it should not be part of the public record of this case. Once adopted and
16 entered, this Stipulation and Protective Order will constitute a Qualified Protective
17 Order under 45 C.F.R. 164.512(e).

18 **III. DEFINITIONS**

19 A. Action: This pending federal law suit, styled Feder v. United
20 Healthcare Services, Inc., Case No. 2:23-CV-07138-JAK-RAO.

21 B. Challenging Party: A Party or Non-Party that challenges the
22 designation of information or items under this Order.

23 C. “CONFIDENTIAL” Information or Items: Information (regardless of
24 how it is generated, stored or maintained) or tangible things that qualify for
25 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
26 the Good Cause Statement.

27 D. Counsel: Outside Counsel of Record and House Counsel (as well as
28 their support staff).

1 E. Designating Party: A Party or Non-Party that designates information
2 or items that it produces in disclosures or in responses to discovery as
3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
4 ONLY.”

5 F. Disclosure or Discovery Material: All items or information, regardless
6 of the medium or manner in which it is generated, stored, or maintained (including,
7 among other things, testimony, transcripts, and tangible things), that are produced
8 or generated in disclosures or responses to discovery in this matter.

9 G. Expert: A person with specialized knowledge or experience in a
10 matter pertinent to the litigation who has been retained by a Party or its counsel to
11 serve as an expert witness or as a consultant in this Action.

12 H. House Counsel: Litigation attorneys who are employees of a Party to
13 this action with no responsibilities for network contracting, reimbursement
14 negotiations, or competitive decision making. House Counsel does not include
15 Outside Counsel of Record or any other outside counsel.

16 I. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
17 Information or Items: “Highly Confidential Personal Information” or highly
18 sensitive information, disclosure of which to another Party or Non-Party would
19 create a substantial risk of serious harm that could not be avoided by less restrictive
20 means in addition to proprietary, financial or trade secret information that is so
21 highly sensitive that it may only be disclosed to litigation counsel, including certain
22 in-house litigation counsel as defined, *infra*, and retained experts, and as otherwise
23 agreed in this Order. Examples of “Confidential Attorney’s Eyes Only”
24 information includes, but is not limited to, the monetary amount of payments or the
25 reimbursement rate made to non-party providers or individuals for provision of
26 health care services, including but not limited to the monetary amount of any such
27 payments, reimbursement rates, payment schedules, formulae, studies, reports,
28 correspondence, contracts or any other documents relating to or concerning the

1 amount of payments or, reimbursement rates for the provision of health care
2 services paid to medical providers that are not parties to this Proceeding.

3 J. Non-Party: Any natural person, partnership, corporation, association,
4 or other legal entity not named as a Party to this action.

5 K. Outside Counsel of Record: Attorneys who are not employees of a
6 party to this Action but are retained to represent or advise a party to this Action and
7 have appeared in this Action on behalf of that party or are affiliated with a law firm
8 which has appeared on behalf of that party, and includes support staff.

9 L. Party: Any party to this Action, including all of its officers, directors,
10 employees, consultants, retained experts, and Outside Counsel of Record (and their
11 support staffs).

12 M. Producing Party: A Party or Non-Party that produces Disclosure or
13 Discovery Material in this Action.

14 N. Professional Vendors: Persons or entities that provide litigation
15 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
16 demonstrations, and organizing, storing, or retrieving data in any form or medium)
17 and their employees and subcontractors.

18 O. Protected Material: Any Disclosure or Discovery Material that is
19 designated as “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL –
20 ATTORNEYS’ EYES ONLY.”

21 P. Receiving Party: A Party that receives Disclosure or Discovery
22 Material from a Producing Party.

23 **IV. SCOPE**

24 A. The protections conferred by this Stipulation and Order cover not only
25 Protected Material (as defined above), but also (1) any information copied or
26 extracted from Protected Material; (2) all copies, excerpts, summaries, or
27 compilations of Protected Material; and (3) any testimony, conversations, or
28 presentations by Parties or their Counsel that might reveal Protected Material.

1 B. Any use of Protected Material at trial shall be governed by the orders
2 of the trial judge. This Order does not govern the use of Protected Material at trial.

3 **V. DURATION**

4 A. Even after final disposition of this litigation, the confidentiality
5 obligations imposed by this Order shall remain in effect until a Designating Party
6 agrees otherwise in writing or a court order otherwise directs. Final disposition
7 shall be deemed to be the later of (1) dismissal of all claims and defenses in this
8 Action, with or without prejudice; and (2) final judgment herein after the
9 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of
10 this Action, including the time limits for filing any motions or applications for
11 extension of time pursuant to applicable law.

12 **VI. DESIGNATING PROTECTED MATERIAL**

13 A. Exercise of Restraint and Care in Designating Material for Protection

14 1. Each Party or Non-Party that designates information or items for
15 protection under this Order must take care to limit any such
16 designation to specific material that qualifies under the appropriate
17 standards. The Designating Party must designate for protection only
18 those parts of material, documents, items, or oral or written
19 communications that qualify so that other portions of the material,
20 documents, items, or communications for which protection is not
21 warranted are not swept unjustifiably within the ambit of this Order.

22 2. Mass, indiscriminate, or routinized designations are prohibited.
23 Designations that are shown to be clearly unjustified or that have been
24 made for an improper purpose (e.g., to unnecessarily encumber the
25 case development process or to impose unnecessary expenses and
26 burdens on other parties) may expose the Designating Party to
27 sanctions.

28 3. If it comes to a Designating Party's attention that information or

1 items that it designated for protection do not qualify for protection,
2 that Designating Party must promptly notify all other Parties that it is
3 withdrawing the inapplicable designation.

4 B. Manner and Timing of Designations

5 1. Except as otherwise provided in this Order (*see, e.g.*, Section
6 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or
7 Discovery Material that qualifies for protection under this Order must
8 be clearly so designated before the material is disclosed or produced.

9 2. Designation in conformity with this Order requires the
10 following:

11 a. For information in documentary form (e.g., paper or
12 electronic documents, but excluding transcripts of depositions or
13 other pretrial or trial proceedings), that the Producing Party affix
14 at a minimum, the legend “CONFIDENTIAL” or “HIGHLY
15 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each
16 page that contains protected material. If only a portion or
17 portions of the material on a page qualifies for protection, the
18 Producing Party also must clearly identify the protected
19 portion(s) (e.g., by making appropriate markings in the
20 margins).

21 b. A Party or Non-Party that makes original documents
22 available for inspection need not designate them for protection
23 until after the inspecting Party has indicated which documents it
24 would like copied and produced. During the inspection and
25 before the designation, all of the material made available for
26 inspection shall be deemed “CONFIDENTIAL.” After the
27 inspecting Party has identified the documents it wants copied
28 and produced, the Producing Party must determine which

documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY legend to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

c. For testimony given in depositions, that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

d. For information produced in form other than document and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY. If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

C. Inadvertent Failure to Designate

1. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS

A. Timing of Challenges

1. Any party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

B. Meet and Confer

1. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

C. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

VIII. ACCESS TO AND USE OF PROTECTED MATERIAL

A. Basic Principles

1. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section XIV below.

2. Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

1 B. Disclosure of “CONFIDENTIAL” Information or Items

2 1. Unless otherwise ordered by the Court or permitted in writing
3 by the Designating Party, a Receiving Party may disclose any
4 information or item designated “CONFIDENTIAL” only to:

5 a. The Receiving Party’s Outside Counsel of Record in this
6 Action, as well as employees of said Outside Counsel of Record
7 to whom it is reasonably necessary to disclose the information
8 for this Action;

9 b. The officers, directors, and employees (including House
10 Counsel) of the Receiving Party to whom disclosure is
11 reasonably necessary for this Action;

12 c. Experts (as defined in this Order) of the Receiving Party
13 to whom disclosure is reasonably necessary for this Action and
14 who have signed the “Acknowledgment and Agreement to Be
15 Bound” (Exhibit A);

16 d. The Court and its personnel;

17 e. Court reporters and their staff;

18 f. Professional jury or trial consultants, mock jurors, and
19 Professional Vendors to whom disclosure is reasonably
20 necessary or this Action and who have signed the
21 “Acknowledgment and Agreement to be Bound” attached as
22 Exhibit A hereto;

23 g. The author or recipient of a document containing the
24 information or a custodian or other person who otherwise
25 possessed or knew the information;

26 h. During their depositions, witnesses, and attorneys for
27 witnesses, in the Action to whom disclosure is reasonably
28 necessary provided: (i) the deposing party requests that the

1 witness sign the “Acknowledgment and Agreement to Be
2 Bound;” and (ii) they will not be permitted to keep any
3 confidential information unless they sign the “Acknowledgment
4 and Agreement to Be Bound,” unless otherwise agreed by the
5 Designating Party or ordered by the Court. Pages of transcribed
6 deposition testimony or exhibits to depositions that reveal
7 Protected Material may be separately bound by the court
8 reporter and may not be disclosed to anyone except as permitted
9 under this Stipulated Protective Order; and

10 i. Any mediator or settlement officer, and their supporting
11 personnel, mutually agreed upon by any of the parties engaged
12 in settlement discussions.

13 C. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
14 ONLY” Information or Items

15 1. Unless otherwise ordered by the Court or permitted in writing
16 by the Designating Party, a Receiving Party may disclose any
17 information or item designated “HIGHLY CONFIDENTIAL –
18 ATTORNEYS’ EYES ONLY” only to:

19 a. the Receiving Party’s Outside Counsel of Record in this
20 action, as well as employees of said Outside Counsel of Record
21 to whom it is reasonably necessary to disclose the information
22 for this litigation;

23 b. House Counsel of the Receiving Party to whom disclosure
24 is reasonably necessary for this litigation, and who has signed
25 the “Acknowledgment and Agreement to Be Bound” (Exhibit
26 A);

27 c. Experts of the Receiving Party to whom disclosure is
28 reasonably necessary for this litigation, and who have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
 2 d. the Court and its personnel;
 3 e. court reporters and their staff, professional jury or trial
 4 consultants, and Professional Vendors to whom disclosure is
 5 reasonably necessary for this litigation and who have signed the
 6 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
 7 and
 8 f. during their depositions, witnesses in the action to whom
 9 disclosure is reasonably necessary and who have signed the
 10 “Acknowledgment and Agreement to Be Bound” (Exhibit A),
 11 unless otherwise agreed by the Designating Party or ordered by
 12 the Court.
 13 g. the author or recipient of a document containing the
 14 information or a custodian or other person who otherwise
 15 possessed or knew the information;
 16 h. officers, directors, and employees of the Designating
 17 Party.
 18 i. Any mediator or settlement officer, and their supporting
 19 personnel, mutually agreed upon by any of the parties engaged
 20 in settlement discussions.

21 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
 22 **PRODUCED IN OTHER LITIGATION**

23 A. If a Party is served with a subpoena or a court order issued in other
 24 litigation that compels disclosure of any information or items designated in this
 25 Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
 26 EYES ONLY” that Party must:

27 1. Promptly notify in writing the Designating Party. Such
 28 notification shall include a copy of the subpoena or court order;

2. Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order.

Such notification shall include a copy of this Stipulated Protective Order; and

3. Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

B. If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

A. The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

B. In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s

1 confidential information, then the Party shall:

- 2 1. Promptly notify in writing the Requesting Party and the Non-
3 Party that some or all of the information requested is subject to a
4 confidentiality agreement with a Non-Party;
- 5 2. Promptly provide the Non-Party with a copy of the Stipulated
6 Protective Order in this Action, the relevant discovery request(s), and a
7 reasonably specific description of the information requested; and
- 8 3. Make the information requested available for inspection by the
9 Non-Party, if requested.

10 C. If the Non-Party fails to seek a protective order from this court within
11 14 days of receiving the notice and accompanying information, the Receiving Party
12 may produce the Non-Party's confidential information responsive to the discovery
13 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
14 not produce any information in its possession or control that is subject to the
15 confidentiality agreement with the Non-Party before a determination by the court.
16 Absent a court order to the contrary, the Non-Party shall bear the burden and
17 expense of seeking protection in this court of its Protected Material.

18 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

19 A. If a Receiving Party learns that, by inadvertence or otherwise, it has
20 disclosed Protected Material to any person or in any circumstance not authorized
21 under this Stipulated Protective Order, the Receiving Party must immediately (1)
22 notify in writing the Designating Party of the unauthorized disclosures, (2) use its
23 best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform
24 the person or persons to whom unauthorized disclosures were made of all the terms
25 of this Order, and (4) request such person or persons to execute the
26 "Acknowledgment and Agreement to be Bound" that is attached hereto as Exhibit
27 A.

XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

A. When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the Stipulated Protective Order submitted to the Court.

XIII. MISCELLANEOUS

A. Right to Further Relief

1. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

B. Right to Assert Other Objections

1. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

C. Filing Protected Material

1. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file

1 Protected Material under seal is denied by the Court, then the
2 Receiving Party may file the information in the public record unless
3 otherwise instructed by the Court.

4 **XIV. FINAL DISPOSITION**

5 A. After the final disposition of this Action, as defined in Section V,
6 within sixty (60) days of a written request by the Designating Party, each Receiving
7 Party must return all Protected Material to the Producing Party or destroy such
8 material. As used in this subdivision, “all Protected Material” includes all copies,
9 abstracts, compilations, summaries, and any other format reproducing or capturing
10 any of the Protected Material. Whether the Protected Material is returned or
11 destroyed, the Receiving Party must submit a written certification to the Producing
12 Party (and, if not the same person or entity, to the Designating Party) by the 60 day
13 deadline that (1) identifies (by category, where appropriate) all the Protected
14 Material that was returned or destroyed and (2) affirms that the Receiving Party has
15 not retained any copies, abstracts, compilations, summaries or any other format
16 reproducing or capturing any of the Protected Material. Notwithstanding this
17 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
18 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
19 deposition and trial exhibits, expert reports, attorney work product, and consultant
20 and expert work product, even if such materials contain Protected Material. Any
21 such archival copies that contain or constitute Protected Material remain subject to
22 this Protective Order as set forth in Section V.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 B. Any violation of this Order may be punished by any and all
2 appropriate measures including, without limitation, contempt proceedings and/or
3 monetary sanctions.

4
5 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

6
7 Dated: April 18, 2024

/s/ Jonathan A. Stieglitz

Jonathan A. Stieglitz
Attorney for Plaintiff
Keith Feder, M.D.

8
9
10
11 Dated: April 18, 2024

/s/ Nathaniel J. Wood

Nathaniel J. Wood
Marlee Santos
Attorneys for Defendant
United HealthCare Services, Inc.

SIGNATURE ATTESTATION

Pursuant to Local Rule 5-4.3.4(a)(2)(i), I, Nathaniel J. Wood, attest that all other signatories listed, and on whose behalf this filing is submitted, concur in the filing's content and have authorized the filing.

Dated: April 18, 2024

/s/ Nathaniel J. Wood

Nathaniel J. Wood

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: 4/19/24

Rozella A. Oliver

HONORABLE ROZELLA A. OLIVER
United States Magistrate Judge

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [print or type full name], of _____
 _____ [print or type full address], declare under penalty of perjury that I
 have read in its entirety and understand the Stipulated Protective Order that was
 issued by the United States District Court for the Central District of California on
 [DATE] in the case of Feder v. United Healthcare Services, Inc., No. 2:23-cv-
 07138-JAK-RAO. I agree to comply with and to be bound by all the terms of this
 Stipulated Protective Order and I understand and acknowledge that failure to so
 comply could expose me to sanctions and punishment in the nature of contempt. I
 solemnly promise that I will not disclose in any manner any information or item
 that is subject to this Stipulated Protective Order to any person or entity except in
 strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action. I hereby appoint _____ [print or
 type full name] of _____ [print or type full address and
 telephone number] as my California agent for service of process in connection with
 this action or any proceedings related to enforcement of this Stipulated Protective
 Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____